

EXHIBIT H
DRAFT MAINTENANCE PLAN

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INTRODUCTION

This Maintenance Plan between _____ (hereinafter referred to as the "Concessioner") and Death Valley National Park (hereinafter referred to as the "Park") and National Park Service (hereinafter referred to as the "NPS") will serve as a supplement to Concession Contract CC-DEVA003-07 (hereinafter referred to as the "CONTRACT"). It describes specific maintenance responsibilities of the Concessioner and the NPS with regard to those lands and facilities within Death Valley National Park that are assigned to the Concessioner for the purposes authorized by the CONTRACT.

In the event of any apparent conflict between the terms of the CONTRACT and this Maintenance Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan shall remain in effect until superseded or amended. It will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Death Valley National Park. Revisions may not be inconsistent with the terms and conditions of the main body of the CONTRACT. Revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

1) General Standards for NPS Concessioner Assigned Facilities

The National Park Service Concessions Management Guidelines (as it may be revised during the term of the Contract) offers general direction, expectations and standards on all aspects of concession operations.

The Concessioner is required by the terms of the CONTRACT to maintain the facilities used in a manner that is acceptable to the NPS. It is the purpose of this Maintenance Plan to help define the necessary standards and to define the maintenance relationship between the Concessioner and the NPS. Both the Concessioner and the NPS have specific responsibilities as outlined in the CONTRACT and this plan.

2) Definitions

In addition to all the defined terms contained in the Contract, its Exhibits and 36 CFR Part 51, the following definitions apply to this Maintenance Plan:

- A) **Asset** – Real or Personal Property or component thereof that the NPS desires to track and manage as a distinct identifiable entity. An Asset may be as small as any physical item or as large as a Structure or grouping of Structures, land features, or other tangible property that has a specific service or function. The term "Asset" also means movable items such as vehicles and equipment.
- B) **Capital/Component Renewal** – The replacement or reproduction of assets at the end of their Serviceable Life. Renewal includes the deconstruction of the existing system or system components and Replacement with a new system of equal capability and performance. Capital/Component Renewal includes Statutory/Mandated Corrective Measures necessary to attain code and regulatory compliant Asset infrastructure and systems.
- C) **Cyclic Maintenance** – Planned work activities that reoccur on a periodic cycle of greater than one year and less than seven years to sustain the Serviceable life of an asset. Typical

projects include, but are not limited to painting, pump and motor replacement, cleaning, repair and replacement of luminaries, engine overhaul, and refinishing hardwood floors.

- D) Deferred Maintenance** – Maintenance that was not performed when it should have been or was scheduled to be and which, therefore, is put off or delayed. Continued deferment of maintenance will result in deficiencies.
- E) Energy Star** – refers to a joint US Environmental Protection Agency and Department of Energy program (www.energystar.gov) that helps businesses and individuals protect the environment through superior energy efficiency.
- F) Environmental Purchasing** – refers to the affirmative acquisition of environmentally preferable products.
- G) Environmentally Preferable** – refers to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Typical characteristics of environmentally preferable products include, but are not limited to: products made from pre-consumer and/or post-consumer material; products that are less toxic than conventional alternatives; products that are recycled in the area where the Concessioner is located; products that are manufactured locally; products that are packaged with less materials, and/or products that are taken back by suppliers/manufacturers once they are used.
- H) Exterior** – refers to Structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, sidewalks, walkways, parking lots, landscaping, utilities, and related components within the Concessioner's land assignments.
- I) Facility Condition Index (FCI)** –A measure of a facility's relative condition at a particular point in time. The FCI rating is a ratio of the cost to repair the assets deficiencies divided by the current replacement value for the asset.
- J) Facility Operations** –Those activities related to a building's normal performance of the functions for which it is used. The costs of utilities, janitorial services, window cleaning, rodent and pest control, and waste management are generally included within the scope of operations and are not maintenance.
- K) Interior** – refers to the area of structures inside the external walls and under the roof, including door and window frames. This also includes all equipment, appurtenances, and utility systems that penetrate the walls, roof, or foundation.
- L) Maintenance** – The work necessary to maintain the original anticipated useful life of a fixed asset (or subsequent improvement). It is the upkeep of property and equipment. Maintenance includes periodic and/or occasional inspection, adjustment, lubrication, cleaning (non-janitorial), painting, replacement of parts, repairs, and other actions to prolong service and prevent unscheduled breakdown, but it does not prolong the life of the property or equipment or add to its value.
- M) Operations** – refers to all aspects of Concessioner activity authorized under the Contract. Operations include all services provided to the public and all non-public measures necessary to support those authorized services.

- N) Post-consumer Material** - refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- O) Personal Property** – Manufactured items of independent form and utility including equipment and objects solely for use by the concessioner to conduct business. Personal property includes, without limitation, removable equipment, furniture and goods, necessary for concessioner operations under the CONTRACT. Identified in the asset inventory as concessioner property or government assigned personal property.
- P) Preventive Maintenance (PM)** – Planned, scheduled servicing, inspection, and adjustment, that results in continued service, fewer breakdowns, and prevents premature failure of equipment and materials.
- Q) Real Property** - Any interest in land and anything permanently attached to it, including structures, fixtures, and their improvements.
- R) Real Property System** – Systems and components within a Structure that exhibit a Design Life that differs substantially from the Structure (e.g. roof system, mechanical system, electrical system, fire protection system, potable water distribution system, water treatment system).
- S) Recycling** – refers to the act of producing new products or materials from previously used and collected materials.
- T) Repair** – Work to restore the appearance and function of Assets to meet the Condition Standards of the Asset. As a basic distinction, Repairs are curative, and Maintenance is preventive. Replacement is an alternative to Repair.
- U) Replacement** – Exchange or substitution of one Asset for another with the capacity to perform the same function at a level of utility and service equivalent to the original Asset.
- V) Secondary Containment** – refers to the provision of devices that will hold a spill or leak from the primary container in which the material was stored. This secondary containment may be a permanently installed feature such as a sunken floor in a storage building, a feature engineered into a storage unit (e.g., sills in a flammable storage cabinet) or a separate unit such as tub or pan placed under a container.
- W) Statutory or Mandated Corrective Measure** – Represents modification requirements to existing real property Assets required to meet current regulatory and governmental requirements such as regulations and codes that may not have existed at the time of construction. Mandated corrective measures include Americans with Disabilities Act (ADA) requirements, environmental requirements, and life/safety upgrades.
- X) Waste Reduction** – refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) Assigned Areas

Lands assigned under the CONTRACT are identified on the land assignment maps (See Exhibit D). Boundaries that are not well defined by a sidewalk or road are to be a maximum of 50 feet from buildings and ten (10) feet on either side of paths, walkways, and trails unless otherwise

specified on the maps. Any modification of assigned areas or buildings will be reflected by corresponding changes on the land assignment maps.

4) Concessioner Responsibilities

A) General

- (1) The Concessioner will be responsible for all maintenance and repairs to all Concession structures, facilities, and personal property. The Concessioner will correct all deficiencies in a timely manner and maintain the condition of all assets according to NPS asset management policies.
- (2) Any NPS-approved change resulting from construction or modification of buildings or changes to land use within the Concessioner's land assignment will result in a corresponding change in the applicable contract exhibits and land assignment maps.
- (3) All maintenance will be conducted in compliance with all Applicable Laws, the following referred sections of the 2003 version of the International Property Maintenance Code ("IPMC"), and the manufacturer's recommendations or specifications. The following sections of the IPMC are adopted by the Maintenance Plan and incorporated herein by reference. In the event of any conflict between Applicable Laws and the IPMC, the applicable laws will prevail. In the event of a conflict between by the IPMC and manufacturer's specifications, the manufacturer's specifications, the manufacturer's specifications will prevail.
- (4) The following sections of the IPMC are adopted by the Maintenance Plan and incorporated herein by reference. The IPMC is published by the International Code Council. Information on obtaining copies can be found at the website <http://www.iccsafe.org/>.
 - (a) In the referenced sections, the terms "property owner," "owner," and "occupant" refer to the Concessioner.
 - (b) In the referenced sections, the term "code official" shall be changed to "Superintendent."
 - (c) Reference Chapter 1, Section 102; Applicability, the following paragraphs: 102.3 through 102.8.
 - (d) Reference Chapter 1, Section 105; Approval, the following paragraphs: 105.2 through 105.4. Under Section 105.3, the term "jurisdiction" shall be changed to "National Park Service"
 - (e) Reference Chapter 3, Section 301; General.
 - (f) Reference Chapter 3, Section 302; Exterior Property Areas, the following paragraphs: 302.1, 302.3, 302.5-302.7, 302.9.
 - (g) Reference Chapter 3, Section 304; Exterior Structure, the following paragraphs: 304.1 – 304.2, 304.4 – 304.17 (in paragraph 304.14; the following shall be changed in the first sentence; replace "During the period from [DATE] to [DATE]" with "During the operating period."
 - (h) Reference Chapter 3, Section 305; Interior Structure.

- (i) Reference Chapter 3, Section 306: Handrails and Guardrails in its entirety.
 - (j) Reference Chapter 3, Section 307; Rubbish and Garbage, the following paragraphs: 307.1, 307.2 (not including 307.2.1) and 307.3 (not including 307.3.1).
 - (k) Reference Chapter 3, Section 308; Extermination, the following paragraph: 308.1.
 - (l) Reference Chapters 4 through 6.
 - (m) In reference to Chapters 4 through 6, in circumstances that existing buildings do not meet the minimum requirements as identified by both the NPS and the Concessioner, the NPS and Concessioner will mutually agree to projects that would bring the building into compliance where deemed necessary by the NPS.
 - (n) In reference to paragraphs 401.2, 501.2, 601.2 and 701.2, if the requirements are not met, the NPS and Concessioner will determine if the building may be occupied.
 - (o) The exception under paragraph 403.3 shall be changed to “Where specifically approved in writing by the Superintendent.”
 - (p) Reference Chapter 8.
- (5) *Design Practices.* The Concessioner will integrate energy efficiency, environmental protection, and sustainable design practices into its maintenance activities.
- (6) *Environmental Practices.* The Concessioner will seek ways to develop quality facilities and services. The Concessioner will encourage companies and businesses it does business with, to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (a) Energy Efficiency. The Concessioner will consider energy efficiency in all maintenance practices and integrate energy conserving measures whenever feasible. Energy efficient products will be installed to replace less efficient products and to minimize energy consumption.
 - (b) Sustainable Design. The Concessioner will incorporate sustainable design practices to the maximum extent practical. These practices will be consistent with the current NPS guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
 - (c) Universal Design. The Concessioner will incorporate sustainable design practices to the maximum extent practical.
 - (d) Environmental Protection. Where feasible and available, the Concessioner will utilize products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and/or use other materials that have additional environmentally preferable attributes. The Concessioner will minimize use of hazardous chemicals in its operations.

(7) *Computerized Maintenance Management System (CMMS)*

- (a) The Concessioner will implement a CMMS. The system will schedule and track completion of all preventive, cyclic, scheduled and unscheduled maintenance items for assigned facilities/areas and associated expenditures.
- (b) The CMMS will have the capability of exporting electronic files in a Microsoft Windows-based format in response to NPS inquiries. Information may include, but is not limited to: asset condition, deferred maintenance, preventive maintenance, cyclic, scheduled and unscheduled maintenance).

B) Plans, Reports and Inspections

There are a number of plans and reports required under the terms of this Exhibit H to the CONTRACT. For the purposes of this document, the term “plan” will refer to written materials that outline the Concessioner’s expected actions and expenses for a future period. The term “report” refers to written materials that document concessioner accomplishments and expenses during a defined historical period.

(1) *Annual Maintenance Plan.* The Concessioner will provide the NPS with an updated Annual Maintenance Plan (“AMP”) that covers all Concession Facilities and presents the Concessioner’s planned maintenance activities for the next calendar year. The plan will be delivered to the Superintendent on or before October 1. The Superintendent will provide written response within 45 days from receipt. The AMP is a separate document from the Annual Construction and Repair and Maintenance Management Plan defined in Exhibit F to the CONTRACT. The AMP describes different activities than those included in Exhibit F. The AMP will include:

- (a) Preventive Maintenance (PM) Procedures and Schedules. PM procedures and schedules will be developed by the Concessioner and included in the plan to ensure that all Concession Facilities are properly maintained. At a minimum, PM procedures and schedules will include detailed PM schedules for each building system (including but not limited to roofs, building envelopes and mechanical equipment). At a minimum, the PM schedules will adhere to manufacturers’ recommendations. The PM schedule will list what PM tasks will be completed and their frequency. Also included in the report will be the Concessioner’s quality control process to ensure that the PM’s are being completed as scheduled.
- (b) Cyclic Maintenance Schedules. Programmed cyclic maintenance items will be included in the report. Typical items in this category include carpet and paint.
- (c) Scheduled and Unscheduled Maintenance Items. A plan will be developed to schedule other (deferred maintenance, etc.) maintenance requirements during the year. The plan will include a service call procedure and method to prioritize service calls for unscheduled maintenance items. An inspection plan will be included that describes the process in which the Concessioner will ensure that the Concession Facilities are being maintained properly and that deferred maintenance items are being corrected in a timely manner.
- (d) Personal Property Replacement Plan. The planned systematic replacement of furniture and removable equipment for the following year. The plan will include

the estimated date of replacement, estimated replacement cost, expected life of replacement property, and expected salvage value of replaced personal property at time of replacement.

- (e) The previous year's CMMS report(s) will be submitted to the NPS with the Annual Maintenance Report.
 - (f) Proposed expenditures to accomplish the items in the Annual Maintenance Report.
- (2) *Repair and Maintenance Reserve Plan.* The Concessioner is to provide the NPS with an updated "Repair and Maintenance Reserve Plan" that covers all Concession Facilities. The plan for the following year will be delivered to the Superintendent on or before October 1. The Superintendent will provide written response within 45 days from receipt. The plan will include:
- (a) A forecast, by year, of projects that will use Repair and Maintenance Reserve funds over the remaining life of the CONTRACT.
 - (b) A three-year plan showing what projects are scheduled to be completed with Repair and Maintenance Reserve funds.
 - The plan will describe what year projects are scheduled to be designed (if needed) and constructed. An estimated cost will also be included in the plan. Written approval from NPS is required before these projects may begin.
 - (c) Projects that are scheduled to be completed during the next year.
 - These projects will have a detailed scope, construction schedule and cost estimate. Written approval from NPS is required before these projects may begin.
 - (d) NPS reserves the right to require the Concessioner to replace any component or building system at the end of its useful life or when the item presents a quality, safety, or environmental issue.
- (3) *Cyclic Maintenance Plan.* The Concessioner is to provide NPS with an updated Cyclic Maintenance Plan that includes all assets assigned to the Concessioner. Cyclic items are items that have a life-cycle expectancy of seven years or less. The plan will include:
- (a) A seven year plan showing the scheduled replacement of items that need to be replaced cyclically (cyclical items include but are not limited to carpet and paint/stain).
 - (b) Cyclic projects that are scheduled to be completed during the upcoming year that are estimated to cost in excess of \$5,000. These projects should have a detailed scope, schedule on when construction will begin, and cost estimate.
- (4) *Deferred Maintenance Report.* Within 60 days of the effective date of CONTRACT execution, an initial list of all maintenance deficiencies and items of deferred maintenance will be formulated and documented by the NPS and reviewed with the Concessioner. Within 45 days of this review, the Concessioner will develop a program to address all such items, including a timeline and cost to cure. Any costs in

excess of the amount stated in accordance with the CONTRACT will only be incurred as funds become available.

- (5) *Periodic Preventive Maintenance (PM) Reports.* From time to time, the NPS will request PM reports that include a description of all completed PMs for the year to date. Reports should be generated from the CMMS and the Concessioner and NPS will agree to the appropriate level of detail for PM reports.
- (6) *Operational Evaluation.* Subsequent to the aforementioned initial inspection an annually thereafter, NPS will conduct inspections and reviews of the assigned Concession Facilities. The purpose of these inspections and reviews is to verify that the facilities are being properly maintained and that the facilities comply with the requirements set forth in this Maintenance Plan. These inspections and reviews generally will occur on a schedule to be submitted to the Concessioner. Based upon the identified needs, the NPS, in consultation with the concessioner, will develop a timeline to cure noted deficiencies.
- (7) *California Permits and Requirements.* The Concessioner will provide the NPS with copies of all required permits and correspondence with the State of California relating to utilities and fuel storage tanks.

SUMMARY OF REPORTING REQUIREMENTS INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Environmental Management Program	Initial	Within 60 days of the effective date of CONTRACT execution	Draft CONTRACT, Sec. 6 (b) (1)
Landscape Plan	Annual	On or before October 1 of each year	Maintenance Plan, Section 4 I (1)(a)
Periodic Preventative Maintenance Report	As Requested	October 1	Maintenance Plan, Section 4 B (3)
Repair and Maintenance Reserve Plan	Annual	On or before October 1 of each year.	Maintenance Plan, Section 4 B. (2)
Personal Property Replacement Plan		October 1	Maintenance Plan, Section 4 B (1)(e)
Annual Inspection Reports	Annual	To Be Determined by Concessioner and NPS	Maintenance Plan, Section 4 B (4)
Pesticide Request Form and Pesticide Use Log	Annual	On or before December 31 of each year.	Maintenance Plan, Section 4 I (1) (c)

C) Facility Maintenance

The following are guidelines in addition to the IPMC:

- (1) *Qualified Personnel.* All maintenance and repair work will be done by qualified personnel as defined by applicable codes. All personnel conducting repair, maintenance, and rehabilitation work on assets will have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.

- (2) *Specifications.* Repairs or replacements will be done in accordance with service specifications and industry standards, and are subject to Park approval.
- (3) *Emergency Repairs.* May be done without prior Park approval with appropriate documentation to follow within one business day.
- (4) *Access to Concession Facilities.* The Superintendent or designated representatives will have access to all concession facilities in Death Valley National Park to conduct evaluations and other required inspections.
- (5) *Historic Structures.* Repairs and maintenance of historic structures will be consistent with the Secretary of Interior's Standards for Treatment of Historic Properties and the National Historic Preservation Act of 1966, as amended.
- (6) *Painting.* Unless required more frequently per the manufacturer's recommendation or the IPMC, paintable surfaces shall be painted on a regular cycle, exteriors of not less than five (5) years, and interiors not less than seven (7) years. Paint products shall be of a "best quality" from a major manufacturer and a type and color that are readily available on the open market. Any changes to paint colors from the color range provided by the Superintendent must be approved by the Superintendent. Whenever possible, the Concessioner will utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. When oil based paints are used, minimize solvent use by means of thinner settling and reuse whenever possible.
- (7) *Carpet.* Unless required more frequently per the manufacturer's recommendation, carpeting shall be replaced at a minimum of seven (7) years. In the event that the Park determines that carpet scheduled for replacement on the aforementioned seven year cycle does not warrant replacement, the Park may, at its discretion, allow the Concessioner to postpone replacement until a future date authorized by the Park.
- (8) *Exterior Lighting.* All lights must be shielded to cast light downward only to protect night skies (exterior lighting shall provide the minimum necessary lighting for visitor safety and security of facilities). New installations must be approved by the National Park Service. Fluorescent or energy efficient light bulbs will be used where feasible.
- (9) *Asbestos.* The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos in all assigned buildings and areas. Any repair or replacement of asbestos containing surfaces will only be performed with the written approval of the Superintendent.
- (10) *Telephone.* The Concessioner will repair and maintain on-premises telephone equipment and wiring on the user side of the connections and panels.

D) Utilities

The Concessioner is responsible for contracting with independent suppliers to provide year-round telephone service, electrical service, and propane. The Concessioner is responsible for direct payment to these suppliers.

- (1) *Electrical.* California Edison maintains the primary electrical lines within the Park. The Concessioner shall maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the assigned areas,

including all fixtures (lamps, cord and equipment) affixed to secondary electrical lines.

- (a) The Concessioner will repair or replace any electrical system damage within the assigned areas and/or damage occurring beyond the Concessioner assigned areas that results from negligence by the Concessioner's employees or contractors.
- (b) The Concessioner is responsible for electricity and fixtures in assigned parking lots that service only their facilities.
- (c) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

(2) *Water*

- (a) The Concessioner will maintain and repair the water system within the Concession Facilities. This maintenance and repair will include, but not be limited to, fire lines (hoses), water pipes, water heaters, faucets, and spigots.
 - (b) The Concessioner is responsible for purchasing, installing and maintaining meters and back flow prevention devices for new construction and new building assignments, as well as for existing facilities.
 - (c) The Concessioner will be charged for water usage from meters read at the following locations:
 - Stovepipe Wells: One meter for potable water
 - Scotty's Castle: One meter for potable water
 - (d) The Concessioner will repair or replace any water system damage within its assigned areas and/or damage occurring beyond the Concessioner's assigned areas which results from negligence by the Concessioner, the Concessioner's agents, and/or its employees while working or operating equipment.
 - (e) The Concessioner will install water conserving fixtures or irrigation systems to all new construction, and when existing fixtures or irrigation systems need replacements. Water conservation in buildings includes using aerators on all sink faucets, low-flow shower heads (not exceeding maximum flow of 1.5 gallons per minute at 20 p.s.i. or 2.8 gallons per minute at 80 p.s.i.) and low-flow toilets (not to exceed 1.6 gallons/flush at 20 p.s.i. or 1.9 gallons/flush at 80 p.s.i.).
 - (f) The Concessioner is responsible for having approved back flow devices on all outside spigots.
 - (g) The Concessioner is responsible for testing for leaks within its assigned area and repairing leaks.
 - (h) The Concessioner will provide the NPS with facility occupancy dates for activation and deactivation of service systems used by the Concessioner when opening and closing dates are submitted for approval.
- (3) *Sewage*. Within each assigned area, the Concessioner will maintain sewage disposal systems within five feet of Concessioner assigned facilities.

- (4) *Grease Traps.* The Concessioner will be responsible for maintaining grease traps. Grease traps must be pumped on a regular basis with documentation provided to the Concessions Management Office, and the grease disposed of outside the park. In the event of failure of a grease trap, the Concessioner will be charged any labor, equipment and materials cost the NPS incurs to pump grease traps on an emergency basis.
- (5) *Fuel Tanks.* The Concessioner is responsible for all underground storage tanks (USTs) and above ground storage tanks (ASTs) including propane tanks within its assigned areas. All maintenance, testing, repairs, replacement, and fuel spill mitigation will be consistent with Applicable Laws. The Concessioner shall notify the San Bernardino Interagency Dispatch Center at 888-233-6518 immediately of any fuel spill.

E) Signs

- (1) The Concessioner is responsible for ensuring that its signs are compatible with NPS sign standards as determined by the Superintendent. All new sign installations shall be approved in advance by the Superintendent. No handwritten signs will be permitted within Concession Facilities.
- (2) Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well maintained. Signs of a permanent nature shall be prepared in a professional manner, appropriate for the purpose they serve, and consistent with NPS guidelines, including but not limited to, NPS Directors Order 52, Park Signage.
- (3) The Concessioner will be responsible for the installation, maintenance, and replacement of all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.

F) Solid Waste

- (1) *Guidelines.* The Concessioner will develop, promote and implement a litter abatement program. Support will include, but is not limited to, participating in Park-wide litter clean-up events, implementing litter clean-up days within assigned areas, and providing litter free messages on appropriate materials and in appropriate locations.
- (2) *Responsibilities*
 - (a) The Concessioner will be responsible for the collection of all litter and garbage and for its disposal within its Concession Facilities at the proper county or other landfill areas. All assigned areas will be kept free of litter, garbage, and abandoned equipment/vehicles.
 - (b) All materials generated as solid waste (such as discarded business and household items, including product packaging, grass clippings, bottles, food scraps, newspapers, appliances, paint and batteries), untreated wood, and tree branches,

must be removed from the Park at the Concessioner's expense and disposed of outside the Park.

(3) *Receptacles*

- (a) Garbage cans and dumpsters must be in good repair and painted approved colors.
- (b) Receptacles will be waterproof, vermin-proof, and covered with working lids.
- (c) All receptacles will be kept clean, well-maintained and serviceable.

G) Recycling and Conservation

(1) *Recycling Program.* The Concessioner will develop, promote and implement a recycling program that fully supports the efforts of the NPS.

- (a) Provide collection bins.
- (b) Provide processing and compaction equipment for the materials collected.
- (c) Removal of all material from the Park and transport to an authorized recycling center.
- (d) Provide access to and use of the recycling program to the NPS.

(2) *Use of Recycled Products.* The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over single-service items. Polystyrene and plastics will be used as little as possible and then only polystyrene not containing chlorofluorocarbons may be used. Where disposable products are needed, products will be used which have the least impact on the environment. Use of post-consumer recycled products is encouraged whenever possible.

(3) *Environmentally Safe Products.* Where practical, the Concessioner will use environmentally safe "green" products and practices that enhance sustainable operations and development and promote use of recycled oils, tires (re-treads), construction materials, etc. The Concessioner will develop, a list of "green" products acceptable alternatives to utilize for all operations concerned with auto fleet/rental fleet lubricants and coolants; chemical additives to toilets; and construction materials. The list will be made available for NPS review.

(4) *Water and Energy Conservation.* The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment. The Concessioner is expected to attain the highest level of sustainability in all levels of operation.

(5) *Alternative Fuel Vehicles.* The Concessioner should consider using alternative fuel vehicles where applicable.

H) Fuel Storage Tanks, Hazardous Materials and Hazardous Waste Program

(1) General

- (a) The Concessioner will implement hazardous material reduction to minimize and eventually eliminate use of hazardous chemicals in their operation. Hazardous chemical refers to any chemical which is a physical or health hazard, as defined by Applicable Laws, including without limitation 29 CFR 1910.1200.
- (b) The Concessioner will maintain health and safety standards and take necessary mitigation and corrective measures to assure healthy working and living environments in all Concession Facilities.
- (c) The Concessioner's designated employees will attend hazardous materials and waste management training as made available by the Park or through outside sources. Training will include Hazardous Communication Standard for employees who may be exposed to chemical hazards on the job site and Hazardous Waste Operations and Emergency Response Standard for employees who may be exposed to hazardous substances in certain specific job-related duties. Hazardous materials refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under Applicable Laws, including without limitation 49 USC 5103, and 49 CFR 171. Hazardous substances refers to any hazardous waste, hazardous chemical or hazardous material.

- (2) *Underground and Above Ground Fuel Storage Tanks.* The Park must approve all plans for any work involving underground and above ground fuel storage tanks, tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work, etc. The Concessioner must comply with all Applicable Laws regarding fuel storage tanks.

(3) Hazardous Substances

- (a) The Concessioner will be familiar with its obligations under Section 6 of the CONTRACT.
- (b) The Concessioner's Environmental Management Program (EMP) will include its approach to stopping, containing and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- (c) The Concessioner will notify the San Bernardino Interagency Dispatch Center without delay when a release of hazardous or non-hazardous chemical or biological product occurs. Proper corrective, cleanup, and safety actions must be implemented immediately.
- (d) Individual fleet and public service vehicles with a load rating greater than two tons should carry, at minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the vehicle. Vehicles and operators transporting hazardous materials must be Department of Transportation (DOT) certified and/or registered, and operators must be knowledgeable of local emergency response and personal safety protocol.

I) Grounds, Landscaping, and Pest Management*(1) Guidelines*

- (a) The Concessioner will be responsible for landscaping, grounds care (watering, mowing, weeding, fertilizing, pruning, etc.) and improvement of assigned areas, as defined on the map in Exhibit D. Plans for such landscaping must have the prior approval of the NPS, and all plant species used in landscaping must have prior NPS approval.
- (b) The Concessioner will be responsible for the placing and daily cleaning of cigarette receptacles in the assigned areas. The Concessioner will be responsible for keeping the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- (c) The Concessioner, in consultation with the NPS, will develop an Integrated Pest Management Program, (IPMP) that will define the nature and frequency of treatment, approved chemical lists, etc. Application of any herbicide, pesticide, or engaging in any pest control or non-native species activity in buildings, residences, or in grounds/landscape materials will be in accordance with the IPMP. As such, the Concessioner is required to submit to the Superintendent on or before December 31 of each year a Pesticide Request Form requesting approval of anticipated pesticide use for the following year and a Pesticide Use Log which tracks the pesticide use for the current year.
 - The control of weeds and pests by chemical and other means is subject to NPS approval. The Concessioner will review specific issues with the Park's integrated pest management coordinator.
 - The Concessioner is responsible for extermination within all its areas/buildings. Paragraphs 306.2, 306.3, 306.4 and 306.5 in the IPMC do not apply to this CONTRACT.
- (d) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.
- (e) A licensed pest control contractor will inspect all concession facilities on a regular cycle not less than every five (5) years, after an initial inspection. The initial inspection is to be performed within one year of the awarding of this CONTRACT. The inspection report will be submitted to the Superintendent.
- (f) The Concessioner will emphasize water conservation in landscaping operations.
- (g) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Park.

J) Roads, Trails, Parking Areas, and Walkways*(1) Guidelines*

- (a) The Concessioner is responsible for debris and hazard removal from roads, parking areas, trails, and walkways within its Concessioner Facilities.

- (b) The Concessioner is responsible for complying with the Americans with Disabilities Act (ADA) in assigned areas.

5) **Concessioner Responsibility (By Land Use)**

A) Overnight Lodging

(1) General Maintenance

(a) Public Areas

- **Signage**: All signage should be well maintained and accurate. Any signs that have been defaced or removed shall be replaced within seven days. If the sign addresses a life safety issue, it will be replaced immediately with a professional looking temporary sign.
- **Restrooms**: All Concession Facility restrooms will be well maintained and cleaned at the minimum two times per day. Fixtures and equipment will be fixed immediately upon notification of problem. No bathroom fixture will be left out of order for more than 24 hours.
- **Cleaning**: All public areas will be well maintained and cleaned at the minimum twice per day. The area will be kept free of clutter and debris at all times.

(b) Guestrooms

• **FF&E repair/replacement**

- ◆ **Case goods**. Case goods will be well maintained and repaired to ensure a pleasant and safe guest experience. Any scratches and/or defacement of the case goods will be fixed or the piece of furniture will be replaced prior to the room being rented.
 - All case goods will be replaced or refurbished at least every fifteen years, based on its current age and expected life cycle, or sooner if needed.
- ◆ **Soft goods**: Soft goods will be clean and free from any stains, holes or tears. An adequate inventory of replacement soft goods will be kept on hand in order to replace damaged soft goods prior to renting the guestroom. Soft goods will be replaced every five years or sooner if the condition warrants it.
- ◆ **Mattresses**: Mattresses will be replaced every 10 years or sooner if the condition warrants it.
- ◆ **Fire Protection and Safety**: All smoke detectors must be routinely tested as required.
 - Guest unit entrance locking devices should be well maintained and tested routinely to ensure effectiveness.

B) RV Park*(1) General Maintenance***(a) Sites**

- Sites with utility hook-ups will have 30 amperes and shall be well maintained and operable.
- The sites shall be maintained so there is minimal leveling required for RVs.

(b) Restrooms

- The interior shall not have any iron water stains; the hardware/fixtures shall be non-pitted and rust-free. The sinks and toilets shall be free of chipping and cracking. All fixtures will be fully operational.
- The restrooms will be cleaned daily and maintained free of mildew, soap buildup, dirt, litter, and graffiti. All hand drying materials and paper products will be properly supplied.
- The restrooms will be well lighted while meeting night sky (down lighting) objectives.
- Adequate trash receptacles will be provided in all restrooms.

C) Service Stations*(1) General Maintenance***(a) Regulations**

- The service stations will comply with all Applicable Laws regarding the safe operation and maintenance of service stations.

(b) Dispenser Maintenance

- The Concessioner will ensure that the fuel dispensers and other equipment will be maintained by a qualified professional. The contractor will be subject to the same standards as the Concessioner.
- The Concessioner will calibrate the weights and measures annually. The calibration will be conducted by a state or local sealer. Each pump will have a current seal indicating it is within the prescribed tolerance.
- All dispensing systems, including nozzles and hoses, will be inspected each week to ensure they are in proper working order so as to minimize gasoline vapor losses. All repairs will be made immediately. Dispenser nozzles will be provided with automatic shut-off devices.

(c) Fuel Storage Tanks

- Storage tanks are required to be inspected after every fuel drop to ensure the equipment is in good working order. Defective parts must be repaired or replaced within seven days of discovery.

- The tank system shall be well maintained and properly serviced. The release detection system including the overfill alarms and shut off devices shall be properly working and enabled at all times.

(d) Commercial Fuel Deliveries

- The Concessioner will comply with all Applicable Laws, including without limitation Title 40 of the Code of Federal Regulations, Section 280.30. The following procedures will be followed:
 - ◆ All fill ports remain locked at all times, except when filling tanks.
 - ◆ The fuel vendor must contact the Concessioner for access to fill port.
 - ◆ Prior to fueling, the Concessioner will verify fuel vendor's license/bond/insurance.
 - ◆ The quantity of fuel order must be verified through tank records before dispensing can begin.
 - ◆ Upon completion, the fuel vendor representative contacts the Concessioner before leaving the area.
 - ◆ The Concessioner will ensure the fill port is locked, and that no spills have occurred.
 - ◆ In the event of a spill, the Concessioner will immediately notify the San Bernardino Interagency Dispatch Center at 888-233-6518.
- (2) *Swimming Pool Maintenance.* The swimming pool shall be operated and maintained in a way that protects the health and safety of visitors and shall comply with D.O. 38 and any current State of California regulations for swimming pools.
- (3) All other facilities maintenance should comply with the goals and agreed upon procedures described in the most current Concessions Management Guidelines or the IPMC.

D) Removable Equipment

- (1) All Concessioner operated appliances, machinery, and equipment; including parts, supplies, and related materials will be maintained, serviced, and repaired per manufacturers' recommendations, and replaced as necessary.
- (2) The Concessioner is also responsible for:
- (a) Annually cleaning and inspecting active chimneys and exhaust ducts.
 - (b) Inspecting range/grill hoods monthly and cleaning as required.

6) NPS Responsibilities

The Park assumes no responsibility for the execution of operations or physical maintenance work or replacement of Concession Facilities assigned to the Concessioner except as stated below. The Park will assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of appropriated funds. The NPS reserves the

right to require the Concessioner to replace furniture, removable equipment, and fixtures at the end of their useful life, or when the item presents a quality, safety, or environmental issue.

A) Roads, Trails, Parking Lots, and Walkways

- (1) The Park will maintain all roads, parking areas, parking islands, curbing, sidewalks, and walkways outside the assigned Concession Facilities, as shown on the land assignment maps (see Exhibit D to this Contract).

B) Utilities

(1) General

- (a) The NPS will repair or replace any damage occurring to all utility systems assigned to the Concessioner that is due to the negligence of the Park and/or its employees.
- (b) The NPS, or the utility company with the easement, will be responsible for all utility systems running through the Concession Facilities.
- (c) The Concessioner will be responsible to repair or replace any damage occurring to all utility systems located within five feet of a Concessioner assigned facility.

(2) Water

- (a) The NPS will assist with the location and identification of water and sewer lines and make repairs if the damaged section is within an area of Park responsibility.
- (b) The NPS will provide bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws. The NPS will perform major rehabilitation on the storage and distribution system, subject to available funding.
- (c) If the NPS needs to access a main within the Concessioner's assigned areas, the NPS will be responsible for restoring the area unless the Concessioner has caused the need to access the main.
- (d) The NPS will maintain the water and sewage disposal systems within the assigned campgrounds.

C) Signs

- (1) The NPS and/or CalTrans is responsible for all regulatory, traffic control, or information signs that serve the interest of the Park; examples include information signs along roadways, directional signs along trails, and interpretive signing.

D) Solid Waste

- (1) The Park is responsible for trash collection outside of the Concessioner Facilities.

E) Grounds, Landscaping, And Pest Management

- (1) The NPS will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.

F) Exterior Fire Equipment

- (1) *Fire Hydrants.* The Park will maintain all fire hydrants and fire pump within the Concession Facilities, including the maintenance, repair, replacement, and testing of all fire hydrants on water mains within the Concession Facilities.

Approved, effective _____, 200__

By: _____

Superintendent, Death Valley National Park

Date